

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

☐ Valuation of Security ☐ Assumption of Executory Contract or Unexpired Lease ☐ Lien Avoidance

Last Revised August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

IN RE:

Case No. **19-12724**

Judge: **ABA**

Lampson, Kerri-Lynn & Holden-Lampson, Karim V  
Debtor(s)

**CHAPTER 13 PLAN AND MOTIONS**

☐ Original

☐ Modified/Notice Required

Date: **April 27, 2021**

☐ Motions Included

☒ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: **AA**

Initial Debtor: **KL**

Initial Co-Debtor: **KVH**

**Part 1: Payment and Length of Plan**

- a. The debtor shall pay \$862.92 per month to the Chapter 13 Trustee, starting on November 1, 2019 for approximately 52 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:  
☒ Future Earnings  
☐ Other sources of funding (describe source, amount and date when funds are available):
- c. Use of real property to satisfy plan obligations:  
☐ Sale of real property  
 Description:  
 Proposed date for completion: \_\_\_\_\_  
☐ Refinance of real property  
 Description:  
 Proposed date for completion: \_\_\_\_\_  
☐ Loan modification with respect to mortgage encumbering property  
 Description:  
 Proposed date for completion: \_\_\_\_\_
- d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. ☐ Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection ☒ NONE**

- a. Adequate protection payments will be made in the amount of \$ None to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).
- b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

- a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Law Offices Of Anthony Arechavala, Esqui	Administrative Expense	1,750.00
KML Law Group,, P.C.	Taxes	531.00

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
None			

**Part 4: Secured Claims**



**a. Curing Default and Maintaining Payments on Principal Residence: [ ] NONE**

The Debtor shall pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Lakeview Loan Servicing, LLC	8 Catherine Ct, Sicklerville, NJ 08081-3806	24,937.15	0.00%	24,937.15	1,596.00

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: [ ] NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Wells Fargo Bank, N.A.	8 Catherine Ct, Sicklerville, NJ 08081-3806	11,263.10	0.00%	11,263.10	0.00

**c. Secured claims excluded from 11 U.S.C. 506: [X] NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
None				

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments [X] NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
None							

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☒ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
None			

**f. Secured Claims Unaffected by the Plan ☒ NONE**

The following secured claims are unaffected by the Plan:  
None

**g. Secured Claims to Be Paid in Full Through the Plan ☒ NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan
None		

**Part 5: Unsecured Claims ☐ NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

Not less than \$ \_\_\_\_\_ to be distributed *pro rata*  
 Not less than \_\_\_\_\_ percent  
☒ *Pro Rata* distribution from any remaining funds

**b. Separately Classified Unsecured Claims** shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
None			

**Part 6: Executory Contracts and Unexpired Leases ☒ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
None				

**Part 7: Motions ☐ NONE**



**NOTE: All plans containing motions must be served on all affected lienholders, together with local form, Notice of Chapter 13 Plan Transmittal, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). [ ] NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
None							

**b. Motion to Void Liens and Reclassify Claim from Secured to Completely Unsecured. [X] NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Total Amount of Lien to be Reclassified
None						

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. [X] NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
None					

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

☒ Upon Confirmation  
☐ Upon Discharge

**b. Payment Notices**

Creditors and Lessors provided for in Sections 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

1) **Trustee Commissions**

- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

**d. Post-petition claims** The Standing Trustee [ ] is, [X] is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification [X] NONE**

NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.

If this plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 4/27/2021

Explain below <b>why</b> the Plan is being modified.	Explain below <b>how</b> the Plan is being modified.
An Order vacating stay as to creditor, Toyota Motor Credit was entered on 4/6/2021.	By removing Toyota Motor Credit from Part 4b.

Are Schedules I and J being filed simultaneously with this Modified Plan? [x] Yes [ ] No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

[X] NONE  
[ ] Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, Chapter 13 Plan and Motions, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 4/27/21

Kerri Sampson  
Debtor

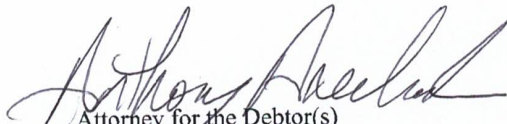
Date: 4/27/21

Kerri Holden Sampson

Joint Debtor

Date:

4/29/21

  
Attorney for the Debtor(s)

In re:  
Kerri-Lynn Lampson  
Karim V. Holden-Lampson  
Debtors

Case No. 19-12724-ABA  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin

Page 1 of 3

Date Rcvd: Apr 28, 2021

Form ID: pdf901

Total Noticed: 40

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 30, 2021:

Recip ID	Recipient Name and Address
db	Kerri-Lynn Lampson, 8 Catherine Ct, Sicklerville, NJ 08081-3806
jdb	+ Karim V. Holden-Lampson, 207 Patriots Court, Galloway, NJ 08205-3621
518019236	Altantic Credit & Finance, PO Box 2001, Warren, MI 48090-2001
518144037	+ Chase Bank USA, N.A., c/o Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100, Boca Raton, FL 33487-2853
518019241	+ Hayt, Hayt & Landauo, LLC, 2 Industrial Way W, Eatontown, NJ 07724-2279
518019242	Home Depot/Citibank - Attn: Bankruptcy, PO Box 6497, Sioux Falls, SD 57117-6497
518019244	John D. Krohn, Esquire, 9000 Midlantic Dr Ste 300, Mount Laurel, NJ 08054-1539
518190704	+ Lakeview Loan Servicing, LLC, c/o Attn: Payment Processing, P.O. Box 1288, Buffalo, NY 14240-1288
518019245	+ Lakeview Loan Servicing, LLC, 4425 Ponce de Leon Blvd, Coral Gables, FL 33146-1873
518019249	Midland Funding, LLC, PO Box 2001, Warren, MI 48090-2001
518019251	Peoples Transport Federal Credit Union, 136 W Kings Hwy, Mount Ephraim, NJ 08059-1343
518019252	Pressler, Felt & Warshaw, LLP, 7 Entin Rd, Parsippany, NJ 07054-5020
518019253	Radius Global Solutions LLC, PO Box 390846, Minneapolis, MN 55439-0846
518344803	#+ Rebecca A. Solarz, Esquire, KML Law Group, P.C., 216 Haddon Avenue, Ste. 406, Westmont, NJ 08108-2812
518019256	Super Court of New Jersey Atlantic Count, 1201 Bacharach Blvd, Atlantic City, NJ 08401-4510
518019258	++ TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 address filed with court:, Toyota Financial Services, PO Box 8026, Cedar Rapids, IA 52408-8026
518048776	+ Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
518019259	USAA Federal Savings Bank, 10750 McDermott Fwy, San Antonio, TX 78288-0002
518125032	Wells Fargo Bank, N.A., PO Box 10438, MAC F8235-02F, Des Moines, IA 50306-0438
518019260	Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50306-0335

TOTAL: 20

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Apr 28 2021 21:05:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Apr 28 2021 21:05:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518167258	Email/Text: bnc@atlasacq.com	Apr 28 2021 21:04:00	Atlas Acquisitions LLC, 492C Cedar Lane, Suite 442, Teaneck, NJ 07666
518196467	Email/PDF: resurgentbknofications@resurgent.com	Apr 28 2021 21:22:03	Ashley Funding Services, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518019237	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Apr 28 2021 21:21:55	Capital One, Attn: Bankruptcy, PO Box 30285, Salt Lake City, UT 84130-0285
518019238	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Apr 28 2021 21:23:49	Capital One Bank (USA) N.A., 4851 Cox Rd,



District/off: 0312-1

User: admin

Page 2 of 3

Date Rcvd: Apr 28, 2021

Form ID: pdf901

Total Noticed: 40

518067299	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Apr 28 2021 21:23:59	Glen Allen, VA 23060-6293 Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
518019240	Email/PDF: creditonebknotifications@resurgent.com	Apr 28 2021 21:21:57	Credit One Bank, 585 Pilot Rd, Las Vegas, NV 89119-3619
518019248	Email/PDF: Citi.BNC.Correspondence@citi.com	Apr 28 2021 21:22:57	Macy's Bankruptcy Processing, PO Box 8053, Mason, OH 45040-8053
518195733	Email/Text: bnc-quantum@quantum3group.com	Apr 28 2021 21:05:00	Department Stores National Bank, c/o Quantum3 Group LLC, PO Box 657, Kirkland, WA 98083-0657
518019243	Email/Text: bknotificationdistribution@jhcapiatgroup.com	Apr 28 2021 21:06:00	JH Portfolio Debt Equities, 5757 Phantom Dr Ste 225, Hazelwood, MO 63042-2429
518019239	Email/PDF: ais.chase.ebn@americaninfosource.com	Apr 28 2021 21:22:51	Chase Card, PO Box 15298, Wilmington, DE 19850-5298
518196142	Email/Text: camanagement@mtb.com	Apr 28 2021 21:04:00	M & T Bank, P.O. Box 840, Buffalo NY 14240
518019246	Email/Text: camanagement@mtb.com	Apr 28 2021 21:04:00	M&T Bank, 1 Fountain Plz, Buffalo, NY 14203-1420
518019247	Email/Text: camanagement@mtb.com	Apr 28 2021 21:04:00	M&T Bank, PO Box 1288, Buffalo, NY 14240-1288
518141962	+ Email/Text: bankruptcydpt@mcmcg.com	Apr 28 2021 21:05:00	Midland Funding LLC, PO Box 2011, Warren, MI 48090-2011
518019250	Email/Text: bankruptcydpt@mcmcg.com	Apr 28 2021 21:05:00	Midland Funding, LLC, 2365 Northside Dr Ste 300, San Diego, CA 92108-2709
518019254	Email/Text: bkprpt@retrievalmasters.com	Apr 28 2021 21:05:00	Retrieval Masters Creditors Bureau, Inc., 4 Westchester Plz Ste 110, Elmsford, NY 10523-1615
518019255	Email/PDF: Citi.BNC.Correspondence@citi.com	Apr 28 2021 21:22:00	Sears Credit Cards, PO Box 6282, Sioux Falls, SD 57117-6282
518019257	Email/PDF: gecsedl@recoverycorp.com	Apr 28 2021 21:23:47	Synchrony Bank - Attn: Bankruptcy Dept., PO Box 965060, Orlando, FL 32896-5060

TOTAL: 20

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 30, 2021

Signature: /s/Joseph Speetjens

District/off: 0312-1

User: admin

Page 3 of 3

Date Rcvd: Apr 28, 2021

Form ID: pdf901

Total Noticed: 40

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 27, 2021 at the address(es) listed below:

Name	Email Address
Anthony Arechavala	on behalf of Joint Debtor Karim V. Holden-Lampson legaloptions@comcast.net legaloptions@comcast.net
Anthony Arechavala	on behalf of Debtor Kerri-Lynn Lampson legaloptions@comcast.net legaloptions@comcast.net
Brian E Caine	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC bcaine@parkermccay.com, BKcourtnotices@parkermccay.com
Denise E. Carlon	on behalf of Creditor Toyota Motor Credit Corporation dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Isabel C. Balboa	ecfmail@standingtrustee.com summarymail@standingtrustee.com
Isabel C. Balboa	on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com summarymail@standingtrustee.com
Phillip Andrew Raymond	on behalf of Creditor LakeView Loan Servicing LLC phillip.raymond@mccalla.com, mccallaecf@ecf.courtdrive.com
Rebecca Ann Solarz	on behalf of Creditor Toyota Motor Credit Corporation rsolarz@kmlawgroup.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 9